

RETURN DATE: MAY 31, 2022 : SUPERIOR COURT  
PHOUMARETH  
PHOUANGPHIARITH : J.D. OF ANSONIA-  
: MILFORD  
V. : AT MILFORD  
  
TOWN OF SEYMOUR : MAY 6, 2022

**VERIFIED COMPLAINT**

1. At all times relevant herein, the Plaintiff, Phoumareth Phouangphiarith, is and was a police officer serving the Town of Seymour.

2. The Defendant, the Town of Seymour, is a municipal employer within the meaning of General Statute §7-467 and is a subdivision of the State of Connecticut, with a business address of 1 1st Street in Seymour, Connecticut.

3. On or about July 15, 2019, a sergeant in the employ of the Defendant began a medical leave for a work related injury, which required the Defendant to find a new sergeant, as only an officer ranked sergeant or higher can supervise the Defendant's police department and its' officers.

4. In order to fill the vacancy, on or about October 1, 2019, the Defendant approached the Plaintiff about a promotion to the rank of sergeant, together with the

duties and responsibilities of a sergeant.

5. The Plaintiff accepted, and on October 4, 2019, the Plaintiff was designated acting sergeant by the Defendant, though he required further testing to confirm his position.

6. During the years of 2019 and 2020, the Plaintiff, upon request by the Defendant and with the Defendant's knowledge, passed the necessary pre-requisites, including written tests, for a sergeant's rank for the Defendant.

7. After successfully passing the pre-requisites for the sergeant position, the Plaintiff was confirmed by the Defendant as a sergeant in the employ of the Defendant's police department.

8. In recognition of the promotion, the Plaintiff received benefits from the Defendant reflecting the promotion, including but not limited to, a sergeant's pay-rate, a new uniform, and a new badge and badge number.

9. The Defendant paid for the Plaintiff to receive instruction and training in order to qualify as a first responder and supervisor for the Defendant, and the Plaintiff received said training and has worked as a first responder in his capacity as an officer from 2019 to the present date.

10. The Defendant also paid for the Plaintiff to receive instruction and training

in a Front-Line Supervisor Training program in order to qualify as a shift supervisor for the Defendant's police department.

11. On or about November 1, 2020 the officer who held the sergeant's position prior to the Plaintiff returned to the police force, but the Defendant told the Plaintiff he would retain the rank and responsibilities of sergeant despite the prior sergeant's return to active duty.

12. On or about January 15, 2021, said sergeant was placed on administrative leave.

13. The Plaintiff continued to fulfill the duties of sergeant on behalf of the Defendant before, during, and after the prior sergeant's return to the Defendant's police department.

14. On or April 1, 2022, the Defendant informed the Plaintiff that his position had always been temporary, despite that the Plaintiff held the position for nearly three years by said date, after having been tested and found qualified.

15. At said time, the Defendant further informed the Plaintiff that, in order to keep his position, he would need to take the same written test(s) he had previously taken and passed previously.

16. The Defendant assigned the Plaintiff a May 9, 2022 testing date for said

written test(s) on or about March 23, 2022.

17. The written tests cover five (5) different books and/or topics, and the Plaintiff avers that the Defendants action requiring this testing together with the short notice of said testing, constitutes an imminent harm to the Plaintiff's statutory and contractual rights.

18. The Defendant told the Plaintiff that he is contractually required to re-take the test by relying on contractual terms which are related to replacing a retiring sergeant.

19. The current effort undertaken by the Defendant to find new officers to promote into new sergeants was not prompted by a retirement within the meaning of the contract, and the Plaintiff avers there is no contractual basis upon which to require the Plaintiff to re-take said examinations.

20. The Defendant has so far refused to postpone the Plaintiff's testing date to provide time for a negotiated resolution to the matter of the Plaintiff's employment and/or rank, despite the Plaintiff notifying the Defendant that the terms relied on to force him to take an exam apply only to promotions prompted by a retiring officer.

21. The Defendant has prevented the Plaintiff from taking written test(s) for the position of commander, which requires the applicant to have a current rank of

sergeant, citing his lack of supervisor experience, while at the same time requiring the Plaintiff to take the test for the position and rank of sergeant which he has held for three years.

22. Upon information and belief, even if the Plaintiff earns top marks on the written exam for sergeant, the Defendant intends to select another candidate for the job he has held for three years, as the Defendant's only contractual obligation to its' officers in this regard is to select a new sergeant from the top three scores on said written exam.

23. The Defendant's acts and/or omissions with regard to the Plaintiff's employment rights will cause the Plaintiff irreparable harm, in that:

- i. the Defendant is preventing the Plaintiff from taking an exam for commander which he is contractually entitled to by virtue of his current rank of sergeant;
- ii. the Defendant is requiring to the Plaintiff to take an exam he already passed under their fictitious assertion that he is not a sergeant;
- iii. under the Defendant's interpretation of the contract, the Defendant gains the option and/or right to award the Plaintiff's employment position to another employee, which would result in a demotion and a significant pay reduction to the Plaintiff.

24. For all other members of the police department in the Town of Seymour, the promotional exam for the rank of sergeant and/or detective is an option, not a mandate, with respect to any of the Defendant's officers from losing their current rank and pay

grade for failing to take the exam.

25. The Plaintiff is the only sergeant in the Defendant's employ that is being required to re-take his promotional exam.

26. If no injunction is granted, the Defendant will terminate or otherwise permanently injure the Plaintiff's employment rights, which will imminently and irreparably harm the Plaintiff.

27. If an injunction is granted, the employment relationship between the Plaintiff and the Defendant continues as it has for the prior three years until further order of the Court.

WHEREFORE, the Plaintiff seeks:

1. Equitable relief pursuant to the application for injunction;
2. Money damages;
3. Any and all legal or equitable relief available.

Respectfully Submitted,  
Plaintiff,

By: 

William C. Anderson, Esq.  
The Ment Law Group, PC  
225 Asylum Street, 15<sup>th</sup> Floor  
Hartford, CT 06103  
(860) 969-3200  
Juris No.: 439422

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STATEMENT OF AMOUNT IN DEMAND

The Plaintiff claims money damages against the Defendant in excess of Fifteen thousand dollars (\$15,000.00), exclusive of interest and costs.

Respectfully Submitted,  
Plaintiff,

By: 

William C. Anderson, Esq.  
The Ment Law Group, PC  
225 Asylum Street, 15<sup>th</sup> Floor  
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**VERIFICATION**

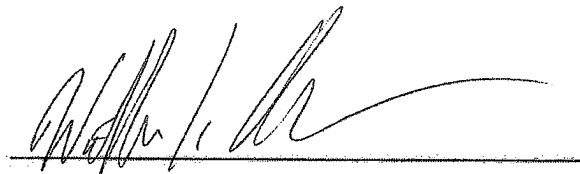
The undersigned verifies the facts contained in the foregoing Verified Complaint and Application for Injunctive Relief and Order to Show Cause are true.



Phoumareth Phouangphiarith

Signed and sworn to before me, William Anderson, in the City of Hartford, County of Hartford and the State of Connecticut, the affiant, Phoumareth Phouangphiarith, affirms the truth of the allegations contained in this Verified Complaint and below Commissioner or the Superior Court affirms said signature is made by the named affiant.

MAY 6, 2022



William C. Anderson

Commissioner of the Superior Court